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Title: **Peekskill City School District and Peekskill CSD Custodial Unit, CSEA Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2005)**

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Union: **Peekskill CSD Custodial Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Westchester County Local 860**

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AGREEMENT

by and between the

PEEKSKILL CITY
SCHOOL DISTRICT

and

CSEA Local 1000 AFSCME,
AFL-CIO



Peekskill CSD Custodial Unit
Westchester County Local 860

July 1, 2005 - June 30, 2010

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AGREEMENT made and entered into this 2 day of Nov, 2007, by and between the PEEKSKILL CITY SCHOOL DISTRICT, with offices located at 1031 Elm Street, Peekskill, New York 10566 (hereinafter referred to as the "EMPLOYER" or the "DISTRICT"), and the PEEKSKILL CUSTODIAL AND MAINTENANCE EMPLOYEES UNIT, WESTCHESTER COUNTY LOCAL 860 of the CSEA, a membership corporation duly incorporated under the laws of the State of New York, with offices located in Peekskill, New York (hereinafter referred to as the "UNION").

ARTICLE I - RECOGNITION AND DUES DEDUCTIONS

SECTION 1: Recognition

- A. The District having determined that the Civil Service Employees Association, Inc. Westchester Local 860 of the CSEA, the Peekskill Custodial and Maintenance Employees Unit, is supported by a majority of the members of the unit composed of all full-time custodians, laborers, cleaners, senior custodians, mechanics and head custodians in the District, hereby recognizes the Union as the exclusive negotiating agent for the members in the unit for the maximum period allowed under the law.
- B. The District agrees that, with regard to any newly created title within the District whose duties merit inclusion within the Bargaining Unit, will meet with the Union to determine salary levels and other pertinent conditions of employment. This meeting shall occur prior to the appointment.

SECTION 2: Dues Deductions

- A. Check-off Cards - The Employer agrees to honor all check-off cards submitted by the Union as provided in resolutions adopted by the Board of Education on March 18, 1970.
- B. Exclusivity - The Union shall have the exclusive right to payroll dues deductions.
- C. Deductions - The District agrees to such deductions from the salaries of its employees for membership dues and CSEA insurance. Authorization for said deductions shall be in writing and shall specifically set forth the amount to be deducted. The amount shall be transmitted to CSEA Headquarters, P. O. Box 7125, Capitol Station, Albany, New York 12224-9989. The District further agrees to such deductions from the salaries of its employees for a Credit Union and Tax Sheltered Annuity.
- D. Agency Shop Fee Deduction - Effective the first pay period after this agreement

has been fully executed, all employees represented by the bargaining unit who are not members of the Union, shall be required to pay to the Union an Agency Shop Fee deduction, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member. The employer will make deductions from the wages of said employees in the same manner as members of the bargaining unit, and shall transmit such amount to the CSEA, Inc., P. O. Box 7125 Capitol Station, Albany, NY 12224-9989 as an Agency Shop fee deduction.

Said employee has the right to recover any part of any Agency Shop Fee deduction which represents the employee's pro-rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

- E. New Employees - The President shall be notified, in writing, of all new employees covered by this agreement within five (5) working days of their employment.
- F. Meeting Notification - The CSEA Unit President shall be notified at least twenty-four (24) hours in advance of the date, time, place and agenda of all meetings of the Board of Education.
- G. Union Business - The CSEA shall be granted up to eleven (11) days per year for the Unit President or his/her designee to attend to Union business. The Union shall, on a monthly basis, advise the District, in writing, of time spent by Union representatives on Union activities

ARTICLE 2 - WORK WEEK - WORK DAY

SECTION 1 - Normal Work Week

The work week shall consist of eight (8) hours per day, Monday through Friday (exclusive of a lunch period) for all incumbent employees currently working that schedule prior to July 1, 1973. The lunch period shall be of a one-half (1/2) hour duration.

SECTION 2 - Snow Days

Employees are expected to work on all regular work days and regular work shifts. Unexcused failure to be on the job when school is closed for a snow day, or due to other weather conditions, when ordered, shall result in a salary deduction for the day. Employees ordered by the District to work on snow days, i.e., when the district has closed, shall be paid at their regular rate of pay plus 1/2 time for each hour actually worked. On delayed openings and closings, employees will receive time and one-half

for each hour worked prior to their regular work hours.

The building head or senior custodian may call all or part of the custodial staff from their building who are needed for snow removal. All overtime shall be on a rotation basis in each building. If school is closed for the day, work for the day shall be limited to snow removal only. As soon as the clean-up is completed, all custodians are to lock the building and leave.

SECTION 3 – Sign In/Out

All employees must sign in at the beginning of each shift and out at the end of each shift. All split shift employees shall sign in and out at every work location during the day.

ARTICLE 3 - COMPENSATION

SECTION 1 - Salary

A. Salary Schedule

1. The salary schedules shall be increased as follows:

Year	% Increase
July 1, 2005-June 30, 2006	3.7%
July 1, 2006-June 30, 2007	3.8%
July 1, 2007-June 30, 2008	4.0%
July 1, 2008-June 30, 2009	4.0%
July 1, 2009-June 30, 2010	4.0%

2. For members of the bargaining unit hired on or after January 1, 1996, the existing salary schedules shall not be applicable. In its place, a salary range for each title shall be established per the attached schedule (**APPENDIX A**), with a minimum hiring rate for each title and a job rate for each title which shall be applicable after two full years of service with the District. The salary for the employee during the first two years of employment shall be set by the District at a rate no less than the minimum hiring rate and no higher than the job rate.

B. Job Classification

1. The District agrees to establish the following job classification for members of this unit:

Custodian	Laborer/Cleaner
Senior Custodian	Mechanic Class I
Head Custodian	Mechanic Class II

2. If employees are given the responsibilities of a higher classification, they will receive an addenda to their base pay pending the establishment of a Civil Service eligibility list for the responsibilities of the position for which they will receive the addenda. If they are successful in passing the exam and being placed in the top three of the list, they shall be considered with the other eligibles for appointment to the higher classification. If however they fail to pass the examination, appointment of another will be made to the higher classified position and they will revert to their permanent classification and not continue to receive the addenda.

C. Titles

A list of titles and their respective salary schedules for each title is annexed as APPENDIX A.

SECTION 2 - Longevity

Employees shall be entitled to a service increment as follows:

July 1, 2005 to June 30, 2010	
AMOUNT	YEARS OF SERVICE
\$1,125	After 6 years of service.
\$1,525	After 12 years of service.
\$1,725	After 18 years of service.
1,925	After 24 years of service.

The longevity payments shall be non-cumulative. Longevity payments shall be added to the base salary and annualized within the first pay period of the month during which employment with the District began.

SECTION 3 - Premium Pay

A. Overtime

1. Time and one-half (1-1/2) the employee's rate of pay shall be paid for all

hours worked:

- a. over eight (8) hours per day.
 - b. over forty (40) hours per week.
2. Double time (2 times) the employee's rate of pay shall be paid for all hours worked:
 - a. on Sundays; and,
 - b. on holidays (in addition to the holiday pay).
 3. Holidays, approved leave days or vacation days shall be deemed as days worked.
 4. No overtime shall be permitted without the recommendation of the appropriate supervisor with the approval of the Superintendent of Schools or his designee. There shall be an established list for overtime purposes - anyone who is offered overtime and refuses it automatically goes to the bottom of the list. Overtime shall be distributed on a fair and equitable basis.

B. Call-In-Time

Employees who are called in to work outside of their normal workday shall be guaranteed a minimum of two (2) hours at the applicable overtime rate.

C. Building Checks

Employees checking buildings other than during the normal workday, on weekends and holidays, who find it necessary to make emergency repairs, are to call the Superintendent of Schools or the Maintenance Supervisor for approval of overtime work. Said approval shall constitute call-in-time and be paid accordingly. If upon checking buildings, no emergency repairs are needed, then the employee shall receive at least one hour's pay at the applicable rate.

D. Higher Title Pay

In the event an employee is required in writing by the Superintendent of Schools, or his/her designee to work in a higher classification for three (3) consecutive days or more, he/she shall receive the higher title pay, including night differential if applicable, for all such time worked.

E. Shift Differential

1. An employee assigned to a shift that is scheduled to go past 6:00 p.m. will receive differential pay of \$1,700 per annum added to the base salary of which the employee would have earned if working on the day shift.
2. The employer shall make every attempt to have checks ready for all night custodians so that they may be allowed to pick up their checks on Thursday night.

F. Uniform Allowance

The employer shall provide an allowance of three hundred (\$300) dollars for each year of the Agreement for each full-time employee for the actual purchase of uniforms. Said allowance shall be credited to each individual employee's account at a designated place of purchase. Such purchases shall be made by August 31st of each year. All employees are required to wear their uniforms, together with proper identification while on duty. Any employee not wearing same, shall be subject to disciplinary procedures.

G. Tuition Reimbursement

Any employee who desires to take courses which are directly job related, shall receive full reimbursement for tuition and books upon approval of the District.

H. Overtime Payments

Overtime payments shall be incorporated into the salary check of the next pay period after the overtime is reported to the Business Office.

I. Compensation for Handling Asbestos

Properly certified employees who are responsible for handling asbestos removal will receive double his/her hourly salary for all such time worked regardless of the day of the week or the shift on which it is earned.

ARTICLE 4 - LEAVES

SECTION 1 - Sick Leave

A. Absence Procedure

In order to secure a substitute as soon as possible, all employees who will be out sick from work must report as follows:

Maintenance: Call the Office of the Director of Facilities and Operations by 6:00 am.

Custodians: Call their building principal and Office of the Director of Facilities and Operations by 6:00 am. Custodians on the night shift are to call the above by 11:00 am.

B. Allowance

Employees shall accrue sick leave at the rate of one and one-half (1-1/2) days per calendar month.

The number of sick days accrued during the year of retirement, if used, will not be offset against the number of sick days that may be cashed in at retirement.

C. Accumulation

Sick leave may be accumulated to a maximum of two hundred and fifty days (250) days except as otherwise provided for in Section 2A of the Article.

The number of sick days accrued during the year of retirement, if used, will not be offset against the number of sick days that may be cashed in at retirement.

D. Doctor's Note

If an employee is absent for reasons of illness for three (3) consecutive days or more, he may be required to furnish the Superintendent of Schools with a medical certificate from a licensed physician stating the reason for his absence. Failure to furnish the certificate shall cause the employee to be on leave without pay.

1. Where an employee has exhibited a pattern and/or practice of sick leave abuse, such as regular absences on Mondays, Fridays or days before and after a holiday or vacation period; or where an employee has been absent in excess of ten (10) days in any school year (excluding long-term illness) or an average of eight (8) days over the course of two (2) school years (excluding long-term absence), the employee shall be issued a written notice by the Assistant Superintendent for Business or his designee.
2. The written notice shall be issued to the employee during a counseling session during which the basis for the action is explained and the length of time for the employee's trial period is outlined. The employee may have a union representative present at such counseling session.

3. If, during this trial period, the employee uses their eight (8) or less sick days per year (excluding long-term illness) and/or ceases exhibiting a pattern of sick leave usage, the employee will be notified in writing that the warning is withdrawn.
4. If, during such period the employee continues to exhibit a pattern of sick leave abuse or uses excessive amounts of sick leave (excluding long-term illness) the following may take place:
 - a. The employer may impose a one-time fine equal to one week's pay as initial discipline. This initial discipline will not be subject to the grievance procedure and/or arbitration. However, the employee and his/her Union representative shall have an opportunity to be heard before the Superintendent of Schools or his designee prior to the imposition of such a fine;
 - b. With or without the imposition of at least one warning fine, the employer may issue a notice of arbitration indicating to the employee that the employer seeks to impose discipline indicating the basis for such discipline and outlining the extent of the proposed discipline. The employee may, within ten (10) days, request arbitration of the proposed discipline; at which point the matter will be submitted to arbitration immediately. If the employee accepts the discipline or fails to notify the District within ten (10) days, the discipline will be imposed. A copy of the Notice of Arbitration will be provided to the Union President or his designee at or about the time that it is provided to the employee in question. The arbitration will be assigned to an arbitrator, from a list submitted to the parties, mutually selected by the parties (the District and CSEA). The cost of the arbitrator shall be borne by the District.

E. Injury on the Job

Members of the bargaining unit absent due to a work-related disability, as determined by the Workers' Compensation Board, shall be subject to the following:

1. Members of the bargaining unit shall accrue 20 days toward such leave for each full year of service in the District to a maximum of 120 days. (Existing members of the bargaining unit shall be deemed to have 120 days of such leave.)

2. If Workers' Compensation leave is used, it may be replenished in the amount of 20 days per year up to a maximum of 120 days.
3. If an employee is absent due to a work-related disability as determined by the Workers' Compensation Board, but has no leave time under this provision, he/she may charge accrued sick leave or, thereafter make application to the sick bank. Where accrued sick leave has been exhausted, the employee shall be eligible for Workers' Compensation benefits as provided in the Workers' Compensation Law.
4. The rights of the parties under Section 71 of the Civil Service Law remain unchanged notwithstanding the provisions of this contract.
5. To be eligible for Workers' Compensation Leave, an injured employee must file and process his/her claim with the Workers' Compensation Board and assign, in writing, to the District all sums receivable by the employee as weekly compensation payments under the Workers' Compensation Law except that no such assignment will be necessary where no paid leave is available under this contract. Such assignment will not include moneys received as reimbursement for sums spent by the employee or allowances for medical or surgical treatments.

F. Sick Leave Bank

1. Effective July 1, 1983, a Sick Leave Bank shall be created by transferring from each unit member's sick leave allowance two (2) days in 1983-1984 and one (1) day each year thereafter. The days so collected shall be in a Bank to be administered by a Sick Leave Committee comprised of two (2) unit members appointed by the President of the Union and two (2) administrators appointed by the Superintendent of Schools. The decisions of the Committee shall be by majority vote. Unit members involved in catastrophic, prolonged or disabling illnesses (including illnesses resulting from pregnancy or childbirth, but not including pregnancy itself) who have exhausted all of the leave under the contract, including vacation, personal and cogent leave, and sick leave, may apply to the Bank for additional sick leave. A unit employee may apply for one additional block of days for the same illness. There shall be no limit on the number of separate illnesses for which a unit member may apply. The total number of days in the Sick Leave Bank shall be limited to the number of employees in the bargaining group times six (6). A medical certificate of illness by a medical doctor is required. Days contributed to the Bank shall not be counted in the total accumulation of a unit

employee for purposes of either sick leave or the Supplemental Retirement Benefit.

2. An employee who has utilized the provision of this Article shall reimburse the bank by contributing two (2) additional days per year from their actual leave accruals until the number of days actually utilized has been replaced.
3. Employees who have accumulated the maximum number of sick leave days in accordance with Article 4, Section 1 (C) of this agreement shall be entitled annually to contribute no more than three (3) sick days which are in excess of the maximum accumulation allowed. This contribution shall be determined at the end of each school year.

SECTION 2 - Personal and Cogent Leave

A. Allowance

Following full-time employment, each employee may be granted personal and cogent leave up to a maximum of five (5) days per year. Any unused leave days at the end of the school year will be credited to augment the employee's accumulated sick leave accumulation (Section 1B of the Article) with a ceiling of two hundred and fifty (250) days.

B. Request for Leave

Requests for personal and cogent leave must be submitted in writing to the Superintendent of Schools or his/her designee stating the general reason, e.g. pressing legal business, religious observance, etc., for such requested day at least twenty-four (24) hours prior to the beginning of the duty day for which the leave is requested. Forms will be provided by the District.

SECTION 3 - Bereavement Leave

A. Allowance

Necessary absence occasioned by the death of any employee's wife, husband, father, mother, brother, sister, son, daughter. Shall be granted up to a maximum of (5) workdays.

Necessary absences occasioned by the death of an employee's grandmother, grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, stepmother, stepfather, stepchild, and relative residing in the immediate household of the employee. Shall be granted with full pay and not charged against any leave up to a maximum of five

(5) consecutive calendar days.

Employees may take additional days up to the number of bereavement leave days they are entitled to under this provision, which shall be deducted from their sick-leave accumulation.

SECTION 4 - Jury Duty

Employees who are summoned for jury duty will receive full salary provided they return to the employer any received for such service with the exception of expense money and this absence shall not be deducted from any leave. Employees required to serve shall request to be placed upon the "on-call" system.

SECTION 5 - Child Care Leave

A child care leave of absence may be used by any employee in order to permit the employee to care for a newly born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same. Such leave shall be without pay or other benefits and shall not exceed twelve (12) months duration unless extended by the District.

Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The application shall include the dates requested for leaving and returning, where possible.

Time on such leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity. Upon return to the District, an employee will be placed in a comparable position to the one held prior to such leave.

If possible, the District shall continue the employee in the group health insurance plan, provided the individual pays the premium for such coverage.

The employee shall provide the District with written notification of his/her intention to return at least sixty (60) days prior to the return date of the leave. If the employee fails to provide such notice, or provides such notice and fails to return on the appropriate date, the employee shall be deemed to have resigned as of the date he/she was to return from such leave.

ARTICLE 5 - HOLIDAYS AND VACATION

SECTION 1 - Holidays with Pay

Employees shall be granted seventeen (17) holidays, with pay, in each year of the

Agreement.

SECTION 2 - Vacation with Pay

A. Allowance – Commencing July 1, 2007.

Vacations will be granted according to the following schedule:

One day for each month of employment if employed after July 1, up to ten days per year.

Additional weeks or days of vacation earned by virtue of additional years of service will not be accrued until the school year following the year that the new increment of time is reached, according to the following schedule:

Years of Service	Number of Vacation Days
2-5	10
6-10	15
11-20	20
21-25	1 additional day per year
25+	25

B. Vacation Time Credited

Vacations, if earned the prior year, will be credited to each employee on July 1 of each year, i.e., after the first year of employment.

Example: An employee hired March 1, 2006, would have completed his/her first year of service on February 28, 2007 and begins his/her second year of service on March 1, 2007. Beginning July 1, 2007, that employee is entitled to ten (10) days of vacation.

On February 28, 2011, that employee would have completed five (5) years of service, and begins his/her sixth year of service on March 1, 2011. Beginning July 1, 2011, that employee would be entitled to fifteen (15) days of vacation.

On February 28, 2016, that employee would have completed ten (10) years of service, and begins his/her eleventh year of service on March 1, 2016. Beginning July 1, 2016, that employee would be entitled to twenty (20) days of vacation.

C. Vacation Periods

1. Vacations may be taken at the employee's discretion subject to the approval of the Superintendent of Schools or his designee.
2. Seniority in the District will be the determining factor in the resolution of conflicts in vacation requests.

D. Termination of Employment

Vacation, if earned, will be given upon termination of service.

E. Vacation - Sick Leave Conversion

Vacation leave may be changed to sick leave during a period of verified hospitalization, or physician verified illness or injury. When an employee wishes to convert vacation leave to sick leave, that employee must notify the Superintendent of Schools of hospitalization at the time hospitalization occurs.

F. Vacation Checks

Vacation checks will be paid prior to the vacation period if requested in writing two (2) weeks prior to the start of such vacation. The only exception shall be the first pay period in July which cannot be given in advance.

ARTICLE 6 - PENSIONS AND HEALTH INSURANCES

SECTION 1 - Hospitalization

- A. The District shall pay the full cost of both the individual and dependent (family) health insurance plan as provided by the Joint Employer-Employee agreement established by the Putnam/Northern Westchester BOCES and its component school districts. The District and the Union have mutually agreed to participate in the 1992 Putnam/Northern Westchester BOCES Health Insurance Plan, effective July 1, 1992.

Commencing July 1, 2007 members of the unit shall pay 3.5% of the cost of the premium charged by the Putnam/Northern Westchester BOCES Health Insurance Plan.

**PENSION AND HEALTH INSURANCE
CONTRIBUTION
EXAMPLE CONTRIBUTION CALCULATION**

	Individual	Family
2007-2008		
Monthly Premium	\$ 466.00	\$1,165.00
Contribution Rate	3.50%	3.50%
Monthly Contribution	\$ 16.31	\$ 40.78
2007-2008 (estimated) Assumed Premium Increase	10.00%	10.00%
Monthly Premium	\$ 512.60	\$1,281.50
Contribution Rate	3.50%	3.50%
Monthly Contribution	\$ 17.94	\$ 44.85
2008-2009 (estimated) Assumed Premium Increase	10.00%	10.00%
Monthly Premium	\$ 563.86	\$1,409.65
Contribution Rate	3.50%	3.50%
Monthly Contribution	\$ 19.74	\$ 49.34

- B. Members of the unit who withdraw from the District's health insurance plan during the life of this agreement shall receive \$1000 per year if they were covered by the family plan and \$500 per year if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period provided; however, that in such case the payment shall be prorated.
- C. Retirees will contribute the same dollar amount in their first year of retirement

as in their last year of active employment.

In their second year of retirement the retirees will contribute 80% of the amount paid in their last year of employment.

In their third year of retirement the retirees will contribute 60% of the amount paid in their last year of employment.

In their fourth year of retirement the retirees will contribute 40% of the amount paid in their last year of employment.

In their fifth year of retirement the retiree will contribute 20% of the amount paid in their last year of employment.

In their sixth year of retirement the retiree will have no contribution for health insurance.

Should the retiree switch the level of coverage the dollar amount will be adjusted accordingly.

Semi-annual payments will be made July 31st and January 31st.

SECTION 2 - Welfare Fund

The employer shall contribute \$995 per employee, to the Peekskill Employees Benefit Fund in each year of the agreement.

SECTION 3 - Pensions

A. Pension

The employer will continue to provide the non-contributory "25 Year Career" Retirement Plan (Section 75-g) of the New York State Retirement Plan and Social Security Law.

B. Conversion of Sick Leave

The employer will continue to provide the non-contributory application of unused sick leave as additional service credit upon retirement (Section 41-j) of the New York State Retirement Plan. Upon retiring, the employer shall pay the employee for each day of sick leave accumulated in excess of one-hundred and sixty-five (165) days.

C. Death Benefit

The employer will continue to provide the non-contributory guaranteed death benefit of three times annual rate of pay (rounded to the next higher multiple of \$1,000), but limited to \$20,000 (Section 60-b) of the New York State Retirement Plan.

ARTICLE 7 - GENERAL CONDITIONS

SECTION 1 - Activity Assignment

Custodians assigned to a building for such activities as Home-School Association, Civil Service testing, or Recreation Commission are expected to be concerned not merely with the security of the building, but to carry out work scheduled for them by the senior or head custodian and approved by the building principal.

SECTION 2 - Vacancies and Posting

- A. All job opportunities including lateral openings shall be posted in the custodial office in all school buildings at least five (5) days so interested employees may apply. Said notices shall contain the duties, salary and location of the position.
- B. First opportunity to fill these positions shall be given to employees of the District before outside help is hired. Selection for the position shall be made on the basis of qualifications, training and experience with seniority as a tiebreaker only.
- C. Involuntary transfers will only be made after prior consultation with the employee. The District will make the final determination. Employees will be notified at least two (2) weeks prior to the transfer

SECTION 3 - Job Protection

A. Tenure

All members will be given protection under Section 75 of the Civil Service Law upon completion of the probationary period. The probationary period for all new employees shall be two years, but for promotion of existing employees, in which case the period shall be only one year.

B. Lay-Off

In the case of job layoffs, the employer shall observe practices under Section 80.5 of the Civil Service Law.

C. Contracting Out

There shall be no contracting out of any work presently performed by employees covered under this agreement if such contracting out results in loss of employment.

SECTION 4 - Copies of the Agreement

Copies of this agreement shall be available to all employees hereinafter employed during the first week of September or during the first week of employment if employment commences after that date. The cost of reproducing the agreement shall be borne by the District. A copy of this agreement shall be distributed by the Personnel Department to a new employee covered by its terms on the day of his/her employment.

SECTION 5: Labor-Management Committee

A Labor-Management committee of two (2) members of the Union and two (2) members of the employer will be established. The committee shall meet at least once every three (3) months to discuss mutual problems.

SECTION 6: Evaluation

Members of the bargaining unit shall be evaluated at least annually and shall be given an annual performance appraisal. For purposes of implementing this Section, two (2) members of the Union and two (2) members of the District shall meet to mutually agree upon an evaluation document. The evaluation document shall be completed within three (3) months of the full execution of the Memorandum of Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

The Grievance procedure for the processing of grievances is annexed as **APPENDIX B**.

ARTICLE 9 - CONFORMITY WITH LAW AND PRACTICE

SECTION 1 - Management Rights

Without limitation upon the exercise of any of its statutory powers or responsibilities, the District shall have the unquestioned right to exercise all normally accepted management prerogatives, including the right to fix operation and personnel schedules, lay off employees as provided by law, determine workloads, arrange

transfers, order new work assignments, and issue any other directive intended to carry out its managerial responsibility to conduct the business of the District safely, efficiently and economically.

SECTION 2 - Severability

If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions and applications shall continue in full force or effect.

SECTION 3 - Mandated Provision of the Law

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 10 - PERSONNEL FILES

- A. Every employee shall have the right, upon request, to review the contents of his personnel records. A representative of the Union may, at the employee's written request, accompany the employee in this review. They will not be entitled to view materials originating outside the District that are clearly marked confidential. An employee will receive a copy of all written comments made about him which are added to his personnel file.
- B. The employee must acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to respond in writing to such material and his response shall be reviewed by the Superintendent and attached to the materials and made a part of his permanent file.
- C. In a case where an employee questions the accuracy or factual truth of a non-confidential document placed in their personnel file, the employee shall have the right to submit the matter immediately to the Superintendent for grievance. If the decision is made in favor of the employee, the remedy shall be removal of the document from the personnel file.
- D. Any written statements by management concerning a specific incident or event involving the performance of any employee must be filed with the Personnel

Office within ten (10) working days of said incident or event with a dated copy to the employee involved. Failure to meet the dating requirement will result in exclusion from the Personnel File. All materials for inclusion in the personnel files must be stamped with the date of receipt by the Personnel Office.

ARTICLE 11 - PROCEDURES FOR DRUG AND ALCOHOL TESTING

1. Preamble

The Peekskill City School District recognizes the importance of ensuring that students and staff study and work in a drug free environment. The District is committed to ensuring that all steps are taken to ensure that this commitment is honored. To support employees who may be experiencing substance abuse problems, the District provides an Employee Assistance Program and, through the health insurance program it provides for employees, that medical assistance is available for those who may need it. Given those resources, the Board of Education believes that there is no justifiable reason for any employee to perform his/her duties while under the influence of alcohol, illegal substances, or non-medically prescribed drugs which may render an employee's behavior unsafe or inappropriate.

The Peekskill Board of Education Resolution on the District Alcohol and Drug Policy requires the Superintendent of Schools to develop a plan for its implementation. In keeping with the policy, the parties have developed procedures for the drug and alcohol testing of all members of the bargaining unit. This testing program is consistent with the goal of creating a drug free and alcohol free school environment while respecting the rights of individuals.

2. Training

To ensure the effective implementation of these procedures, District supervisors and union observers will complete at least three hours of education and training in recognizing the signs of alcohol and substance abuse. This training shall be done every three years. Supervisors who are new to the District shall complete the training as soon as is practical after the date of employment or for new union observers, as soon as practical after their designation. The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Behavior changes that may indicate controlled substance abuse will also be addressed. Documentation of these training sessions will be maintained.

3. Prohibited Conduct

- A. No employee may be on duty if that employee has used any non-prescribed controlled substance.
- B. No employee may report for duty when he/she has used alcohol within four hours of the beginning of his/her work day.
- C. No employee may be on duty if the employee has blood alcohol concentration of 0.08 or greater.
- D. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
- E. No employee shall refuse to submit to a drug or an alcohol test required under the procedure or engages in any conduct that obstructs the proper and orderly administration of such tests. Any such refusal constitutes a violation of these rules of conduct.
- F. Employees who have violated these rules of conduct may be subject to disciplinary action in accordance with the applicable laws and regulations.

4. Types of Tests

- A. Pre-Employment: All applicants for positions within the bargaining unit, which the school district intends to hire, must be tested for the presence of controlled substances. A test report certifying the absence thereof must be received by the school district, before such applicants will be hired.
- B. Reasonable Suspicion:
 - 1. A definition of reasonable suspicion as agreed upon by the parties is the following: a reasonable and articulable belief that the employee is using a prohibited drug or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators or probable drug or alcohol use.
 - 2. Where there is reasonable suspicion based upon direct observation that any employee is acting in a manner indicating possible alcohol or controlled substance use, that employee will be tested. This direct observation must be documented by a supervisor who has received training as provided herein. The

supervisor will immediately contact the Superintendent who shall immediately undertake direct observation of the employee's conduct and demeanor.

3. A union monitor will be permitted to attend in order to make a determination as to an employee's comportment and demeanor when reasonable cause is to be determined. Also union monitors shall receive training made available at district expense.
- C. Protocol for Questioning and Testing: It is understood that any questioning done of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff. Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day but will be paid for the remainder of the day. Where it is determined that an employee is subject to reasonable cause for purposes of testing, the employee will not be returned to duty until the results of the test are received by the District. The employee will be paid during the interim with no charge to leave.
- D. Status During Testing: The employee will be sent to a testing facility, or to a medical facility by taxi or other safe transportation alternative. If necessary in the employer's discretion, the employee will be accompanied by a supervisor or other employee. Under no circumstances will an employee believed to be impaired be allowed to drive.
- E. Return to Duty Testing: Disciplinary procedures notwithstanding, any employee who has tested positive for a controlled substance must test negative before the employee may return to duty. The return-to-duty test is in addition to any evaluation and rehabilitation which may be required.
- F. Follow-up Testing: Any employee who violates the school district Drug and Alcohol Policy, and who, following a return to duty test, has been restored to duty, shall be required to submit to a minimum of six (6) unannounced follow up tests in the twelve (12) month period following the employee's restoration to duty. An employee who tests positive for drugs or alcohol on a follow-up test will be subject to disciplinary action up to and including discharge. Any such discipline shall be consistent with applicable law.

5. DRUG TESTING PROCEDURES

- A. Collection: Specimen collection will be performed at a designated collection site which provides for privacy during urination, documentation of the chain of custody of the specimen and the use of trained personnel. The Specimen's temperature will be checked to ensure it is a freshly provided sample. Then, the specimen will be divided into two separate containers (primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.
- B. Lab Testing: The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for marijuana, cocaine, amphetamines, opiates and PCP. It may also be tested for pH, specific gravity and signs of adulteration. Any specimen which tests positive at cutoff levels as used under Federal regulation under CFR Part 40 on an initial screening test will be confirmed by gas chromatography/mass spectrometry (GC/MS). Only those specimens, which are confirmed as "positive" in the confirmatory GC/MS test, are reported as such.
- C. Results: Laboratory test results will be reported to the medical review officer (MRO), a physician knowledgeable in drug testing. Negative results will be reported to the school district after administrative review. Positive results will be investigated by the MRO or designee who will determine if the positive test was caused by use of prescription medications in accordance with the doctor's prescription. Verification of opiate positives will follow Federal regulations under CFR Part 40. If the positive test was caused by the use of medication with a valid prescription, the MRO will report the test to the school district as "negative". Otherwise the MRO will verify the test as positive.
- D. Split Specimen Testing: In the event of a positive drug test, the employee has the right to request the school district to send the split specimen to a different certified laboratory for testing. Such a request must be made within seventy-two (72) hours of an employee's notification of a positive test result.

If the test of the split specimen fails to confirm the presence of a controlled substance ("negative"), then the first positive is canceled unless the lab finds evidence of an adulterant in the specimen. If the test of the split specimen detects the presence of a controlled substance ("positive"), then the results are reported as "positive", and the employee becomes subject to sanctions and disciplinary proceedings. The

employee will be removed from duty while awaiting the results of the split specimen, as provided for herein.

- E. Reporting of Tests: The results of all tests will be reported to the Superintendent or his/her designee. The results will be kept in a confidential file.

6. ALCOHOL TESTING PROCEDURES

Alcohol testing is accomplished by testing the employee's breath using an Evidential Breath Testing (EBT) Device, which is listed in the conforming products list in the Federal Register, or by blood testing. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substance does not artificially affect the test results. The confirmation test may be done using the same instrument as the initial test, using the same procedures, or may be done by blood testing.

The confirmation test result which is used in the written report to the employee and the school district a BAC of 0.08 or greater will be considered a positive test.

7. CONSEQUENCES OF A POSITIVE TEST

- A. Applicants who test positive on a pre-employment test will not be hired.
- B. An employee who tests positive for a controlled substance without a valid prescription or tests positive of alcohol at a level of 0.08 or greater will be deemed to have violated the school district's policy, and be subject to discipline.
- C. An employee who refuses a test or who participates in activity set forth in the "prohibited conducts" outlined above will be deemed to have violated this policy and will be subject to the same consequences as a person who tests positive.
- D. In order to be eligible to return to duty after a positive drug or alcohol test, an employee must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the employee must

continue in an after-care program as prescribed by the substance abuse professional and be subject to follow-up testing.

8. NEGATIVE TESTS

- A. Results of a negative test – Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there was reasonable suspicion for such testing and the results of such test yield a negative, the employee shall be paid \$100.00. Should subsequent negative results result from testing deemed necessary based upon a determination by the District that reasonable suspicion exists, this amount will be double (i.e., \$200.00/\$400.00) with the maximum paid to an employee as a result of a negative test to be \$400.00
- B. Should a supervisor make a determination as to reasonable suspicion on two separate occasions with regard to a member of the bargaining unit with both results being negative, the supervisor will no longer be eligible to make a determination with regard to that individual. Should a supervisor make a determination that reasonable suspicion exist to test in four cases where the results are negative, that supervisor will no longer be eligible for making a determination as to reasonable suspicion.

ARTICLE 12 - TERM OF AGREEMENT

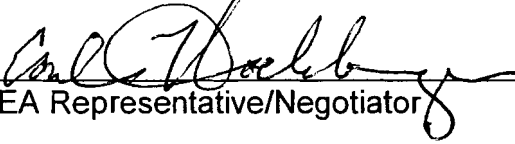
This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2010, or until a successor Agreement has been consummated by the parties.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorized officers of the respective parties.

PEEKSKILL CUSTODIAL AND MAINTENANCE EMPLOYEES UNIT, WESTCHESTER
LOCAL 860 OF THE CSEA (CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.)

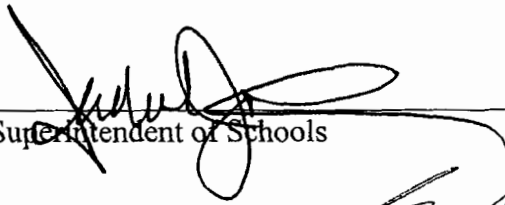


President, CSEA Local 1000 AFSCME, AFL-CIO

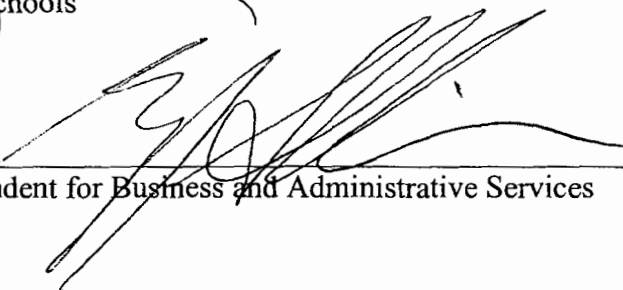


CSEA Representative/Negotiator

PEEKSKILL CITY SCHOOL DISTRICT



Superintendent of Schools



Assistant Superintendent for Business and Administrative Services

PEEKSKILL CITY SCHOOL DISTRICT
CUSTODIAL/ MAINTENANCE EMPLOYEES UNIT

2005-06 SALARY SCHEDULE FOR EMPLOYEES

Level	Custodian/ Laborer/ Cleaner	Sr. Custodian/ Mechanic I	Head Custodian Mechanic II
Entry Rate	38,716	41,151	43,717
Job Rate	43,717	46,408	48,716
Step 5*	47,798	50,362	52,922

*For Employees Hired PRIOR to 7/1/95

2006-07 SALARY SCHEDULE FOR EMPLOYEES

Level	Custodian/ Laborer/ Cleaner	Sr. Custodian/ Mechanic I	Head Custodian Mechanic II
Entry Rate	40,187	42,715	45,378
Job Rate	45,378	48,172	50,567
Step 5*	49,614	52,276	54,933

*For Employees Hired PRIOR to 7/1/95

2007-08 SALARY SCHEDULE FOR EMPLOYEES

Level	Custodian/ Laborer/ Cleaner	Sr. Custodian/ Mechanic I	Head Custodian Mechanic II
Entry Rate	41,794	44,424	47,193
Job Rate	47,193	50,100	52,590
Step 5*	51,599	54,367	57,129

*For Employees Hired PRIOR to 7/1/95

2008-09 SALARY SCHEDULE FOR EMPLOYEES

Level	Custodian/ Laborer/ Cleaner	Sr. Custodian/ Mechanic I	Head Custodian Mechanic II
Entry Rate	43,466	46,201	49,081
Job Rate	49,081	52,104	54,694
Step 5*	53,663	56,542	59,414

*For Employees Hired PRIOR to 7/1/95

2009-10 SALARY SCHEDULE FOR EMPLOYEES

Level	Custodian/ Laborer/ Cleaner	Sr. Custodian/ Mechanic I	Head Custodian Mechanic II
Entry Rate	45,205	48,049	51,044
Job Rate	51,044	54,188	56,882
Step 5*	55,810	58,804	61,791

*For Employees Hired PRIOR to 7/1/95

APPENDIX B

GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between school employees, administrators and members of the District which will enhance the operation of the Peekskill City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. Definition

1. Non-instructional Employees - shall mean all employees in the bargaining unit.
2. Immediate Supervisor - shall mean Supervisor of Maintenance for maintenance employees and Building Principal for custodial employees.
3. Department Head - shall mean the Personnel Director.
4. Representative - shall mean the person or person designated by the aggrieved person as his or her counsel or to act in his or her behalf.
5. Grievance - is hereby defined to be a complaint on the part of any employee covered by this contract or group of such employees that there has been, on the part of management, noncompliance with or misinterpretation or misapplication of any of the provisions of this agreement.

B. Procedures

1. Informal Stage - The aggrieved employee shall orally present his grievance to his immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved person. The immediate supervisor shall render his determination to the aggrieved person within five (5) working days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage(s).
2. Formal Stage -
 - a. Within five (5) working days after a determination has been made at the preceding stage, the aggrieved person may make a written

request of the Personnel Director or his designee with a copy to the immediate supervisor for review and determination. If the Personnel Director designates a person to act in his behalf, he shall also delegate full authority to render a determination in his behalf.

- b. The Personnel Director or his designee shall render his determination in writing within five (5) working days after the written statements have been presented to him/her.
3. Chief Administrator - The aggrieved person may, within five (5) working days of the final determination by the Personnel Director, make a written request to the Chief Administrator with a copy to the Personnel Director's office for review and determination. All written statements and records of the case shall be submitted to the Chief Administrator. The chief Administrator or his/her designee shall notify all parties concerned in the case, of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) working days of receipt of the written statements pursuant to paragraph b.
4. Arbitration Stage -
 - a. After such hearing, if the employee or Union are not satisfied with the decision at the Chief Administrator stage and the Union determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Chief Administrator within fifteen (15) working days of the decision at Stage 3.
 - b. Within five (5) working days after such written notice of submission to arbitration, the Chief Administrator or his/her designee, and the Union will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators will be made to the Public Employment Relations Board by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Board in the selection of an arbitrator.
 - c. The selected arbitrator will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his

findings of fact, reasoning, and conclusions on the issues. The cost of the arbitrator shall be borne equally by both parties.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative to the terms of this Agreement.
- e. The arbitrator shall have no power to add to, delete from, alter or modify the provisions of this Agreement.
- f. Any and all grievances must be instituted within sixty (60) calendar days from the date of the act or action which is grieved. If the grievance is not instituted within such time, the grievance shall be considered waived.
- g. The arbitrator's award will be final and binding.

C. Basic Principles

- 1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- 2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- 3. Any employee shall have the right to be represented at any step of the procedure by the Union or by a representative of his own choosing, but no other employee organization may institute a grievance or represent an employee in the processing of a grievance.
- 4. An employee and his representative, if a non-instructional employee, shall be allowed such time off from his regular duties as may be necessary for the processing of a grievance under the procedures without loss of pay or vacation or other time credits.
- 5. Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such case.
- 6. All hearings shall be confidential.
- 7. It shall be the responsibility of the Superintendent of Schools to give force and effect to these procedures.

Each Administrator shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him with the time specified in these procedures.